



Because federal courts are forums of limited jurisdiction, any doubt as to whether a case belongs in federal or state court should be resolved in favor of state court. *See Auto Ins. Agency, Inc. v. Interstate Agency, Inc.*, 525 F. Supp. 1104, 1106 (D.S.C. 1981) (citations omitted). In determining the amount in controversy for federal diversity jurisdiction, the court must examine the complaint at the time of removal. *Thompson v. Victoria Fire & Cas. Co.*, 32 F. Supp. 2d 847, 848 (D.S.C. 1999) (citing *St. Paul Mercury Indem. Co. v. Red Cab Co.*, 303 U.S. 283, 292 (1938)). Where the plaintiff has alleged an indeterminate amount of damages, courts may consider the plaintiff's claims, as alleged in the complaint, the notice of removal filed with a federal court, and other relevant materials in the record. *Mattison v. Wal-Mart Stores, Inc.*, No. 6:10-cv-01739-JMC, 2011 WL 494395, at \*2 (D.S.C. Fed. 4, 2011) (internal citation and quotations omitted). In the District of South Carolina, proper removal requires a showing "either to a 'legal certainty' or at least within 'reasonable probability' that the amount in controversy has been satisfied." *Phillips v. Whirlpool Corp.*, 351 F. Supp. 2d 458, 461 (D.S.C. 2005).

In this action, Plaintiffs assert claims against their insurer, Defendant State Farm Mutual Insurance Company ("State Farm"), for breach of contract and bad faith handling of an insurance claim. (*See* ECF No. 1-3 at 7 ¶ 9–8 ¶ 12.) Prior to the removal of these claims to this court, they were severed from negligent driving claims that Plaintiffs had alleged in the underlying state court case in the Richland County Court of Common Pleas. (*See* ECF No. 1-1 at 3–7.) In that underlying case captioned *Stacy Lynn Brown and Todd William Brown v. Jose Gutierrez Solis and State Farm Mutual Automobile Insurance Company*, Case No. 2016-CP-40-02806 (Richland Cty. Ct. Com. Pl.), Plaintiffs sought judgment against State Farm and an individual that is not a party to this action for "an amount in excess of Twenty-Five Thousand (\$25,000.00) Dollars, actual and punitive damages, [and] for the costs of this action." (ECF No. 1-3 at 8.)

Upon its review, the court observes that the Complaint as it relates to State Farm does not specify a determinate amount of damages and in fact calls State Farm and the individual not a party to this action “the Defendant.” (See ECF No. 1-3 at 8.) Based on the Complaint and the other removal documents, the court has express doubt about whether Plaintiffs are able to meet the jurisdictional amount as to State Farm even with the inclusion of an unspecified punitive damages claim. The court’s express doubt is further substantiated by Plaintiffs’ decision to park this case on the court’s docket even while the underlying tort action has stalled in state court. *Cf. Trustgard Ins. Co. v. Collins*, 942 F.3d 195, 204 (4th Cir. 2019) (“In the end, this case involves state-law issues about how to apportion liability following an automobile accident. Considerations of comity and judicial efficiency weigh strongly in favor of permitting the state court to address the relationship among the various defendants.”). In light of the foregoing, the court is not persuaded to a legal certainty or reasonable probability that the amount in controversy is satisfied in this action.

Therefore, upon its review of the removal documents (*e.g.*, ECF Nos. 1, 1-1, 1-3) in the context of the matter’s current posture, the court sua sponte **REMANDS** the case to the Court of Common Pleas for Richland County for lack of subject matter jurisdiction.

**IT IS SO ORDERED.**

A handwritten signature in black ink, reading "J. Michelle Childs". The signature is written in a cursive, flowing style.

United States District Judge

June 5, 2020  
Columbia, South Carolina